

U.S. GOVERNMENT PRINTING OFFICE
Chicago, IL

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

VA Miscellaneous Printing

as requisitioned from the U.S. Government Printing Office (GPO) by the

Veterans Administration

Single Award

BID OPENING: Bids shall be publicly opened at **2 p.m.**, prevailing Chicago, IL time, on
March 27, 2009.

BID SUBMISSION: Facsimile bids are acceptable (See GPO Contract Terms, Pub 310.2, effective 12/1/87, (revised 06/01). To submit a bid, the contractor must return a signed and completed GPO Bid Form 910 and 2 copies of the "Schedule of Prices" included at the end of this specification.

Send bid to: U.S. Government Printing Office, 200 N. LaSalle St., Rm. 810, Chicago, IL 60601, or
FAX bid to **312-886-3163** or **312-886-2057**.

CONTRACT TERM: The term of this contract is for the period beginning April 1, 2009 and ending March 31, 2010, plus up to 4 optional 12-month extension period(s) that may be added in accordance with the "Option to Extend the Contract Term" clause in this contract.

PRODUCTION AREA: It is assumed that all production facilities used in the manufacture of the product(s) ordered under this contract will be located within the St. Louis, MO commercial zone as defined by the Interstate Commerce Commission.

Any bidder intending to use production facilities outside this area should furnish information, with the bid, which will on its face demonstrate ability to meet the schedule requirements. The determination by the Government of the acceptability of this information in no way relieves the successful bidder of the responsibility for compliance with these schedule requirements.

NOTE: Minor changes are scattered throughout.

INFORMATION: Fax requests for previous abstract or new award information on company letterhead (available approx. 2 weeks after bid opening) to GPO Chicago front desk at (312) 886-3163.

For questions about these specifications call Sheila West, 312-353-3916, ext. 22. Do not contact her with requests for specifications or abstracts. **NO COLLECT CALLS.**

SECTION I.- GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 5-99)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (revised August 2002)).

QUALITY ASSURANCE LEVELS AND STANDARDS: The following levels and standards shall apply to these specifications:

Product Quality Levels:

- (a) Printing Attributes -- Level III.
- (b) Finishing Attributes -- Level III.

Inspection Levels (from ANSI/ASQC Z1.4):

- (a) Non-destructive Tests - General Inspection Level I.
- (b) Destructive Tests - Special Inspection Level S-2.

Specified Standards: The specified standards for the attributes requiring them shall be:

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	Camera Copy or OK'd Proofs
P-8. Halftone Match (Single and Double Impression)	Camera Copy or OK'd Proofs
P-9. Solid and Screen Tint Color Match	Pantone Matching System Color
P-10. Process Color Match	OK'd. Proofs

DOING BUSINESS WITH THE GPO: Contractors wishing to do business with the GPO are referred to the GPO web site <http://www.gpo.gov/business/index.html>, where one can register as a GPO contractor using the 'GPO Contractor Connection' link in accordance with the furnished instructions on this page.

NOTE: Prospective as well as existing GPO contractors are to note that, as of 1/1/08, all contractors seeking to do business with the GPO must first complete and thereafter maintain the accuracy of its GPO Contractor Connection registration with the following mandatory taxpayer information boxes: "EIN/TIN #" Employer Identification Number of Taxpayer Identification Number): "Subject to Backup Withholding" (See Form W-9). The GPO will withhold payment of any invoices for work completed by any contractor who fails to provide this tax data in GPO Contractor Connection. Such invoices will be declared ineligible for payment until all requirements for payment, including providing this tax data in GPO Contractor Connection, have been satisfied.

SUBCONTRACTING: The predominant production function is printing. Bidders who must subcontract this operation will be declared not responsible.

OPTION TO EXTEND THE CONTRACT TERM: The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before

the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed 5 years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "Extension of Contract Term" clause. See also "Economic Price Adjustment" for periodic pricing revision.

EXTENSION OF CONTRACT TERM: At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

ECONOMIC PRICE ADJUSTMENT: The prices set forth in this contract shall be adjusted in accordance with the provisions of this clause, provided that, in no event will prices be revised to exceed the maximum permissible under any law existing as of the date of the contract or as may be hereafter promulgated.

Price adjustment period: For the purpose of this clause, the program years shall comply with the Contract Term clause. There shall be no price adjustment for orders placed during the first program year of this contract.

Price adjustment: The prices shall be adjusted on the basis of the "Consumer Price Index For All Urban Consumers - Commodities Less Food, Seasonally Adjusted," published monthly in the CPI Detailed Report by the Department of Labor, Bureau of Labor Statistics, in the following manner:

- (1) The contract price of orders placed during the adjusted period (excluding reimbursable postage or transportation costs) shall be adjusted by the percentage increase or decrease in the average, seasonally adjusted Consumer Price Index For All Urban Consumers - Commodities Less Food (seasonally adjusted) as follows: An index shall be calculated by averaging the 12 seasonally adjusted months ending 3 months prior to the expiration of the first period of the contract. This average is then compared with the average index for the 12-month period ending 3 months prior to the beginning of the contract, called the base index. The percentage increase or decrease by comparing these two indexes shall be applied to the contractor's invoices for orders placed during the price adjustment period.
- (2) The Government will notify the contractor in writing of the percentage increase or decrease to be applied to any invoices to be submitted for orders subject to price adjustment in accordance with this clause. Such percentage will be determined from the published index as set forth above. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs. Any applicable discounts will be calculated on the basis of the invoice price as adjusted.

If the Government exercises an option, the extended contract shall be considered to include this economic price adjustment clause.

ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS: A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual "Print Order." for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

PREAWARD SURVEY: In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct a preaward survey or to require other

evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from **April 1, 2009** through **March 31, 2010** plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

REQUIREMENTS: This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "Ordering" clause of this contract.

PAYMENT: Submit all billings to: Comptroller, Stop FMCE, Financial Management Service, U.S. Government Printing Office, Washington, D.C. 20401.

The contractor must mail one copy of itemized billing, and if digital corrections made then also the digital file corrections form to **U.S. Government Printing Office, 200 N. LaSalle St., Rm. 810, Chicago, IL 60601**. Contractor to send copy at the same time of submitting billing to Washington, DC, for payment. At contractor's option, facsimile itemized billing information to (312-886-3163).

SECTION 2.- SPECIFICATIONS

SCOPE: These specifications cover the production of folded brochures, books, pamphlets, covers, and kit folders, requiring such operations as electronic media, printing, binding, packing, and delivery.

TITLE: VA Miscellaneous Printing.

Although this is an option year contract, all the estimates, averages, etc. are based upon one year's production.

FREQUENCY OF ORDERS: Approximately 28 orders per year.

Approximately 13 brochures;

Approximately 11 pamphlets,

Approximately 2 perfectbound books, and

Approximately 2 folders.

QUANTITY: An occasional order may exceed quantities indicated below.

Approximately 1,000 – 100,000 brochures;

Approximately 300 – 3,000 pamphlets;

Approximately 500-1,000 perfectbound books;

Approximately 500-1,000 folders.

NUMBER OF PAGES: 2 to 500 pages. Most orders will be less than 200 pages.

TRIM SIZE: Various trim sizes for forms, books and pamphlets will be ordered up to 11 x 17".

Kit folders will be 9-1/4 x 12-1/4", (flat size 9-1/2 x 17-3/4" fold as required). Trim size for kit folders may vary slightly.

GOVERNMENT TO FURNISH: Electronic media and sample mockup. Three-ring or other binders, and/or tab dividers, may be delivered to contractor's plant and/or picked up by the contractor. Some cover stock may be furnished which must be picked up by the contractor from the Department.

Electronic Media: CD in PDF, marked up samples.

Distribution list may be provided as hard copy or in electronic format. Return address to be used will be provided by Agency.

FTP Site: Contractor must have access to the internet. The files will be sent digitally to the Agency's FTP (File Transfer Protocol) site. If the contractor has an FTP site, they will be sent there.

Compression Programs: LZW, Winzip and Stuffit

Software: QuarkXPress 5.0 or 6.0
Adobe PhotoShop 7.0
Adobe Illustrator 10
MS Excel (Latest Version)
MS Word (Latest Version)
MS PowerPoint (Latest Version)
InDesign CS

A visual of the furnished electronic files will be provided for contractor to check during preflight.

Note: Versions may be upgraded during the term of the contract. No additional charges will be allowed for these upgrades.

All printer and screen fonts will be furnished.

The contractor is cautioned that furnished Typeshop Bitstream Fonts are the property of the Government and/or its contractors and may be used only for the purpose of producing material under this contract. Any use other than the contract is in violation of copyright laws. All fonts are to be eliminated from the contractor's archive immediately after completion of the contract.

GPO Form 2511 (Print order)

One reproduction proof (image size 7-7/8 x 6-1/8" for shipping container labels.

A supply of blue labels and selection certificates for shipping Departmental Random copies.

GPO "VERIFICATION OF DELIVERY" form. Contractor MUST complete this form and fax to GPO Chicago, Attn: Compliance Section WITHIN 24 HOURS OF DELIVERY. Failure to follow this procedure may result in delayed payment.

Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried on copy or film, must not print on finished product.

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under "Government to Furnish," necessary to produce the product(s) in accordance with these specifications.

ELECTRONIC PREPRESS: Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required reproduction image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported to Sheila West at 312-353-3916 x 22

The contractor shall create or alter any necessary trapping, set proper screen angles and screen frequency, and define file output selection for the imaging device being utilized. Furnished files must be imaged as necessary to meet the assigned quality level.

If contractor is required to make revisions, the contractor shall, prior to making revisions, copy the files and make all changes to the copy. No revisions are to be made to furnished files.

Digital Corrections: When applicable, contractor to furnish the number of hours to digitally correct each image required. If additional digital work is required than originally stated by the Department, the contractor should indicate this. When the Point of Contact (POC) determines the time is justifiable for corrections this will be related to the contractor. Only then will the contractor be authorized to proceed with making the required digital corrections.

Digital Deliverables: Upon completion of each order, the contractor must furnish final production native application files (digital deliverables) with the furnished electronic material. The digital deliverables must be an exact representation of the final printed piece and shall be returned on the same type of storage media as the original files. The Government will not accept, as digital deliverables, PostScript files, Adobe Acrobat, Portable Document Format (PDF) files, or any proprietary file formats other than those supplied, unless specified by the Government.

PROOFS: Two sets of proofs. Proofs will be indicated on the print order when required.

2 sets of digital color content proofs. Direct to plate is used to produce the final product. Proofs must be created using the same Raster Image Processor (RIP) that will be used to produce the product. Proofs shall be collated withal elements in proper position (not pasted up), imaged face and back, trimmed and folded to the finished size of the product. At contractor's option, a film-based composite blueline may be submitted.

2 sets of SWOP certified digital off-press proofs. At contractor's option, a film-based composite laminated color proof may be submitted. Proofs must be created using the same Raster Image Processor (RIP) that will be used to produce the product. For list of certified systems go to: www.swop.org.

Pantone colors may be substituted with a similar color but may not be built out of the four process colors.

The contractor must not print prior to receipt of an “OK to Print.”

FILMS: Films are NOT required; computer to plate is acceptable and is the preferred method of production. At the contractor’s option, they may use film, however, the Government will not pay for any film costs, even if this was the result of author’s alterations. For example, if changes were made at the proof stage, the Government will pay for the digital corrections and new proofs (if required), but not for films. Such proof charges must be charged at the rate for digital proofs, not “from film” proofs. Minimum 150 line screen required on halftones. A digital CD download is required of the final corrected project.

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the “Government Paper Specification Standards No. 11” dated February 1999.

NOTE: Copies of the “Government Paper Specifications Standards No. 11,” dated February 1999, are for sale, on a subscription basis, by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20401; or on the GPO web site @ <http://www.gpo.gov/qualitycontrol/paperspecs/index.html>.

All paper used in each copy must be of a uniform shade.

The paper to be used will be indicated on each print order.

White Offset Book, basis weight: 70 lbs per 500 sheets, 25 x 38”, equal to JCP Code A60.

White, Blue, Green, Yellow, Pink, and Buff Writing, basis weight: 20 lbs per 500 sheets, 17 x 22”, equal to JCP Code D10.

White Matte Coated Offset Book, basis weight: 80 lbs per 500 sheets, 25 x 38”, equal to JCP Code A240.

White Litho (Gloss) Coated Book, basis weight: 70 lbs per 500 sheets, 25 x 38”, equal to JCP Code A180.

White and Colored Vellum-Finish Book, basis weight: 60 lbs per 500 sheets, 25 x 38”, equal to JCP Code A90.

White Matte Coated Cover, basis weight: 80 lbs per 500 sheets, 20 x 26”, equal to JCP Code L50.

White Litho (Gloss) Coated Cover, basis weight: 60 or 80 lbs per 500 sheets, 20 x 26”, equal to JCP Code L10.

White and Colored Vellum-Finish Cover, basis weight: 50, 65, or 80 bs per 500 sheets, 20 x 26”, equal to JCP Code L20.

White Coated One Side Cover (C1S), 0.010” thick, equal to JCP Code L70. **Stock For Kit Folder**

White and Colored Index, basis weight: 110 lbs per 500 sheets, 25-1/2 x 30-1/2”, equal to JCP Code K10.

PRINTING:

Print head-to-head or as specified on the Print Order. Print black ink or color or other than black and up to 4 additional ink colors. Some orders will print 4-color process. Color builds out of 4-color process will

only be acceptable if stated on the Print Order. Pantone number or a color swatch will be furnished for colored inks.

An occasional order may have margins small enough to be printed 2- or 3-up on an 8-1/2 x 11" sheet. Contractor must print these orders using the most economical means. A cutting charge will apply.

Kit folders print one side only. Front panels on kit folders will generally print two ink colors, ink trap with heavy ink coverage. Print 4-Color Process. Some orders may require flood coating entire area with a single color of ink with line matter reversing out.

Some orders may require coating the entire surface after printing with a clear, non-yellowing varnish or at contractors option clear aqueous coating.

When a spinr is required, the spine shall be considered part of cover 1. A separate charge for a spine will not be allowed.

MARGINS: Will be specified with print order. Bleeds are anticipated on most orders.

BINDING: Binding requirements will include trimming, collating, folding, one stitch in upper left corner, saddle-wire stitching, plastic coil, spiral wire, or perfect bind.

Saddle-wire stitch in two places and trim three sides. Each product must contain complete 4-page signature after trimming. Single leaves connected with a lip (i.e., binding stub) to left or right side of stitches will not be allowed.

Perfect bind text and wraparound cover, hinge score, and trim flush three sides.

Punch suitable and insert (clear, white, or colored, as specified) plastic coil of suitable capacity.

Folding requirements may consist of one, two, or three parallel folds, wrap-around, accordion, or gate style, as indicated on print order. Folding charges for saddle stitch products are not allowed.

Score before folding as required on orders printing on cover stock.

Some jobs will round cornering on all 4 outside corners.

Some orders may require cutting when the most economical means is to print more than 1-up. When this occurs, a separate cutting charge will apply.

Kit Folders: Die cut 1 to 2" tabs on left and right sides, fold along the 19-1/2" dimension 5-1/2" up from bottom to form a 5-1/2" deep pocket. Glue tabs left and right, fold to 9-1/2 x 12-1/4". Score on all folds. Staple on fold in pocket. **Produced on Coated One Side Cover, 10 pt. stock.**

Perforating or Scoring: When so indicated perforating or scoring will be required.

Drilling: Drill holes as indicated on print order.

Lamination: When indicated on print order, laminate the entire surface (face and back), after printing, with polyesters (such as polyethylene terephthalate), polypropylene, vinyl or cellulose acetate, having a thickness in the range of 0.0005 to 0.0010 inches with rounded corners. The laminated product must have no distortion of the printed matter and must remain clear and legible.

Shrink Film Wrap/Kraft Band: Some orders may shrink film wrap or be banded with a strip of heavy kraft paper, not less than 4" in width around the short dimension of the printed product. The ends of the band **MUST** be held together with a suitable adhesive or gummed tape.

Insert/Collate Material: Some orders may require inserting printed material into furnished three-ring or other types of binders. Sometimes the following items may be furnished, but are not limited too, and must be collated in proper sequence as per instructions: tab dividers, video tapes, audio tapes, sleeves with inserted slides, cover and spine forms insert into overlay (showcase) binders.

Some orders will have more than one item and contractor Must collate different items into sets. The following items may be furnished for contractor to collate: video tapes, audio tapes, stuffed slide pages and/or transparencies in sleeves.

PACKING: Shipping containers must be made in accordance with ASTM D5118 and any amendments thereto and shall have a minimum bursting strength of 275 pounds per square inch or a minimum edge crush test (ECT) of 44 pounds per inch width.

All reproduction copy for any one order shall be wrapped in one package or inserted in a kraft envelope and must be protected by cardboard or other means to guarantee safe delivery.

PACKING FOR MAILING/SHIPPING FOR MULTIPLE-DESTINATION ORDERS: All material used in packing for distribution must be furnished by the contractor, and must be suitable for safe transportation by mail, common carrier, or messenger delivery.

Individual orders may require wrapping, shrink-film packaging, banding, inserting in envelopes, kraft envelopes, cushioned mailing/shipping bags, mailing/shipping bundles, packing and sealing shipping and mailing containers, and marking packages and mailing/shipping bundles or containers by printing, stenciling, or labeling.

NOTE: EXTRA PACKING MATERIAL: When specifically ordered by the government, the contractor will be required to furnish EXTRA packing material, such as bubble wrap or some other material to provide extra assurance against damage in transit. An additional charge will be allowed when this requirement is requested.

Mailed/Shipped Deliveries:

Insert single or multiple copies (up to 200 leaves) into kraft envelopes.

Quantities over 200 leaves, up to 12 pounds, must be inserted into cushioned shipping bags or wrapped in shipping bundles (maximum gross weight 14 pounds).

Quantities over 12 pounds, up to 24 pounds, must be wrapped in shipping bundles or packed in small shipping containers (maximum gross weight 27 pounds).

Quantities over 24 pounds, up to 36 pounds, must be packed in shipping containers (maximum gross weight 40 pounds).

LABELING AND MARKING: Affix a label to each unit, packaged in envelopes, kraft envelopes, cushioned mailing/ shipping bags, mailing/ shipping bundles or containers.

When mailing/shipping is required, pressure-sensitive labels may be provided or contractor may be required to generate labels from a list provided by the Department.

All reproduction copy for any one order shall be wrapped in one package or inserted in a kraft envelope and must be protected by cardboard or other means to guarantee safe delivery.

DEPARTMENTAL RANDOM COPIES (BLUE LABEL): These randomly selected copies must be packed separately and identified by a special government-furnished blue label, affixed to each affected container. The container and its contents shall be recorded separately on all shipping documents and sent to the address shown under "DISTRIBUION."

A copy of the PRINT ORDER/SPECIFICATION and a signed Government - furnished certificate of selection, must be included.

QUALITY ASSURANCE RANDOM COPIES: In addition to the Departmental Random Copies (Blue Label), the contractor may be required to submit quality assurance random copies to test for compliance against the specifications. The print order will indicate the number required, if any. When ordered, the contractor must divide the entire order into equal sublots and select a copy from a different general area of each subplot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. Copies will be paid for at the running rate offered in the contractor's bid and their cost will not be a consideration for award.

A U.S. Postal Service approved Certificate of Mailing, identified by Program, Jacket, and Print Order numbers, must be furnished with billing for reimbursement of certificate fee.

DISTRIBUTION:

Deliver f.o.b. destination to Milt Pfeiffer, National Media Development Center 142B, VA Medical Center, Bldg. 50N1, #1 Jefferson Barracks Drive, St. Louis, MO 63125.

Mail/Ship f.o.b. contractor's city: For multiple-destination orders contractor will be required to pay postage/shipping costs for each mailing/shipping. Contractor will be reimbursed for postage/shipping by submitting a properly completed Postal service and/or shipping form (or equivalent) with their billing. All copies mailed must conform to the appropriate regulations in the U.S. Postal Service manuals for "Domestic Mail" or "International Mail" as applicable. Make distribution via postal or shipping service including but not restricted to 3-day, 2-day, or next day as indicated on the print order.

Approximately 5% of the orders will deliver back to the St. Louis f.o.b. destination address.

The return address for all orders, unless otherwise noted, regardless of how they mail/ship will be provided by the government.

Occasionally, delivery will be made to a building or room other than the above. Inside delivery to room number specified is required.

Upon completion of each order, all furnished materials and films (if produced) must be returned to the address shown under "DISTRIBUTION."

All expenses incidental to returning materials must be borne by the contractor.

SCHEDULE: Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

Furnished material must be picked up from and delivered to the address shown under “DISTRIBUTION.” No definite schedule for pickup of material can be predetermined.

Furnished material will be ready for pickup between the hours of 8 a.m. and 4 p.m. Monday through Friday.

The following schedules begin the same workday as notification of the availability of each individual print order and furnished material. When notification of availability is given after 10 a.m. the date of notification shall be 9 a.m. the following workday.

Orders must be completed and delivered at destination after availability of furnished material according to the following schedule:

	Orders for Black ink or color other than Black ink, and/or up to 2 additional Pantone <u>colors, plus varnish</u>	Orders for 4-color process, and up to 4 additional Pantone <u>colors, plus varnish</u>
Contractor submit Proofs when ordered	2	4
Note: One additional workday when Electronic Media is furnished		
Contractor pick-up Proofs	1 to 3	1 to 3
If revised proofs are required, contractor must submit them within 2 workday(s) and pick-up edited proofs within 2 workdays.		
1 to 4 pages	4 workdays	6 workdays
5 to 8 pages	5 workdays	8 workdays
9 to 12 pages	6 workdays	10 workdays
13 or more pages	8 workdays	13 workdays

One additional workday is added to the above schedule if electronic media is furnished on a print order.

When possible to do so and meet the requirements of Government schedules, additional production time may be allowed. This additional time will be indicated on print order at the time it is issued.

The ship/deliver date indicated on the print order is the date products ordered for delivery f.o.b. destination must be delivered to the destination(s) specified and the date products ordered to mail/ship f.o.b. contractor's city must mail/ship.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

SECTION 3.- DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the “Schedule of Prices” to the following units of production which are the estimated requirements to produce one year's orders under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered during a like period of time.

The following item designations correspond to those listed in the “Schedule of Prices.”

	(1)	(2)	(3)			
I. A.	(a)	602	662	6,122	III.	(e)(1) 489
	(b)	2	3	6		(2) 4
	(c)	2	3	6		(3) 32
	(d)	2	3	6		(f)(1) 10
B.	(a)	1,279	440	5,379		(2) 5
	(b)	2	3	6		(3) 3
	(c)	2	3	6		
	(d)	2	3	6	IV.	(a) 624
C.	(a)	317	3	16,198		(b)(1) 25
	(b)	2	3	6		(2) 25
	(c)	2	3	23		(c) 100
	(d)	2	3	17		(d)(1) 387
						(2) 10
	(1)	(2)				(e)(1) 10
II.	(a)	1,305	5			(2) 177
	(b)	805	50			
	(c)	3,977	xxx			(f)(1) 1,300
	(d)	492	xxx			(2) 800
	(e)	9,828	xxx			
	(f)	xxx	5			(g) 100
	(g)	139	5			(h) 28,772
	(h)	5	5			(i) 54
	(i)	65	xxx			(j) 10
	(j)	438	xxx			(k) 10
	(k)	32	xxx			(l) 1,180
	(l)	67	xxx			(m) 500
	(m)	5	5			
III.	(a)	24			V.	(a) 700
	(b)	10				(b) 500
	(c)	128				(c) 2,000
	(d)(1)	36				(d) 90
	(2)	5				(e) 100
	(3)	3				(f) 1,281
						(g) 10

SECTION 4.- SCHEDULE OF PRICES

SUBMISSION OF OFFERS AND EVALUATION: Bids offered are f.o.b. contractor's city for multiple destination orders and f.o.b. destination for all other shipments Bidder **MUST** make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the Determination of Award) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

All billings submitted to the GPO shall be based on the most economical method of production.

Fractional parts of 100 will be prorated at the per 100 rate.

The contractor is cautioned not to perform any operation(s) or produce any product(s) for which a price has not been offered under the contract. Further, the contractor is not to accept print orders which are outside the scope of the contract. Any changes made to the print order **MUST** be confirmed in writing by the Contracting Officer, Chicago GPO. If such orders are placed by the agency, and no Modification is received from the Chicago GPO, the contractor is to notify GPO Chicago immediately. Failure to do so may result in nonpayment.

I. PRINTING: Prices offered shall include the cost of all required materials and operations necessary for printing of the product listed in accordance with these specifications. An additional charge will be allowed for printing an second side of sheet, or printing with additional color. Coat for clear coat varnish must be charged as an additional color of ink.

	Makeready and Setup Charges (1)	Running Rate per 100 Copies	
		Up to 500 Copies (2)	Over 500 Copies (3)
A. Per printed page/side in Black ink or a Color other than Black:			
(a) Up to 8-1/2 x 11"	\$ _____	\$ _____	\$ _____
(b) Over 8-1/2" x 11" thru 16 x 9"	\$ _____	\$ _____	\$ _____
(c) Over 16 x 9"	\$ _____	\$ _____	\$ _____
(d) Kit folders - flat size 19-1/2 x 17-3/4", folded to 9-1/4 x 12-1/4", includes scoring, folding and stapling	\$ _____	\$ _____	\$ _____

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)

(Initials)

Running Rate per 100 Copies

B. Per printed page/side for each additional Color of Ink or Varnish*:	Makeready and Setup Charges (1)	Up to 500 Copies (2)	Over 500 Copies (3)
(a) Up to 8-1/2 x 11"	\$ _____	\$ _____	\$ _____
(b) Over 8-1/2" x 11" thru 16 x 9"	\$ _____	\$ _____	\$ _____
(c) Over 16 x 9"	\$ _____	\$ _____	\$ _____
(d) Kit folders - flat size 19-1/2 x 17-3/4", folded to 9-1/4 x 12-1/4", includes scoring, folding and stapling	\$ _____	\$ _____	\$ _____

* Does not include process colors. See line item "C" for 4-color process pricing.

**C. Per printed page/side in
4-color process:**

(a) Up to 8-1/2 x 11"	\$ _____	\$ _____	\$ _____
(b) Over 8-1/2" x 11" thru 16 x 9"	\$ _____	\$ _____	\$ _____
(c) Over 16 x 9"	\$ _____	\$ _____	\$ _____
(d) Kit folders - flat size 19-1/2 x 17-3/4", folded to 9-1/4 x 12-1/4", includes scoring, folding and stapling	\$ _____	\$ _____	\$ _____

II. PAPER: Payment for all paper supplied by the contractor under the terms of these specifications, as ordered on the individual print orders, will be based on per 100 sheets. The cost of any paper required for makeready or running spoilage must be included in the prices offered.

In some instances (as with kit folders) the pounds of paper used in production must be converted to "per 100 sheets" for pricing.

Kind of Paper	Color of Paper Per 100 sheets	
	White (1)	Colored (2)
(a) 20 lb. Writing	\$ _____	\$ _____
(b) 60 lb. Vellum Finish Book	\$ _____	\$ _____
(c) 70 lb. Offset Book	\$ _____	xxxxxxxxxx
(d) 70 lb. Litho Coated Book	\$ _____	xxxxxxxxxx
(e) 80 lb. Matte Coated Offset Book.....	\$ _____	xxxxxxxxxx

(Initials)

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)

Color of Paper
Per 100 sheets

II. PAPER continued:

	White (1)	Colored (2)
(f) 50 lb. Vellum Finish Cover	xxxxxxxxx_	\$ _____
(g) 65 lb. Vellum Finish Cover	\$ _____	\$ _____
(h) 80 lb. Vellum Finish Cover	\$ _____	\$ _____
(i) 60 lb. Litho Coated Cover	\$ _____	xxxxxxxxx
(j) 80 lb. Litho Coated Cover	\$ _____	xxxxxxxxx
(k) 80 lb. Matte Coated Cover	\$ _____	xxxxxxxxx
(l) Coated One Side (C1S) Cover.....0.10" thick..... (stock for Kit Folder)	\$ _____	xxxxxxxxx
(m) 110 lb. Index	\$ _____	\$ _____

DETERMINE THE WEIGHT IN POUNDS PER 100 SHEETS

The numbers in the table below represents pounds per 100 sheets of paper. Pounds are determined by the larger size of each size breakdown times a weight factor for each paper and weight. To use the table, find the paper and weight and go across the row until it matches with a column in which the size of the paper fits.

Example - 100 sheets of Litho Coated Book 70 lbs at 8-1/2 x 11" size would weigh 1.378 lbs.

FORMAT (Table values are listed in pounds per 100 sheets.)		Up to (5-1/2 x 8-1/2 ") (46.75 sq. in.)	Over 5-1/2 x 8-1/2 " thru 8-1/2 x 11" (93.5 sq. in.)	Over 8-1/2 x 11 thru 16 x 9" (144 sq. in.)	Over 16 x 9" thru 17 x 11" (187 sq. in.)	Over (17 x 11" thru (19-1/2 x 17-3/4") (346.13 sq. in.)
(a)	Writing (75 gm ² /20 lbs.)	0.500	1.000	1.541	2.001	3.704
(b)	Vellum Finish Book (90 gm ² /60 lbs.)	0.590	1.181	1.819	2.362	4.372
(c)	Offset Book (105 gm ² /70 lbs.)	0.689	1.378	2.123	2.756	5.102
(d)	Litho Coated Book (105 gm ² /70 lbs.)	0.689	1.378	2.123	2.756	5.102
(e)	Matte Coated Book (120 gm ² /80 lbs.)	0.787	1.575	2.425	3.149	5.829
(f)	Vellum Finish Cover (135 gm ² /50 lbs.)	0.899	1.798	2.769	3.596	6.656
(g)	Vellum Finish Cover (175 gm ² /65 lbs.)	1.169	2.338	3.600	4.675	8.653
(h)	Vellum Finish Cover (215 gm ² /80 lbs.)	1.438	2.877	4.431	5.754	10.650
(i)	Litho Coated Cover (160 gm ² /60 lbs.)	1.079	2.158	3.324	4.316	7.989
(j)	Litho Coated Cover (215 gm ² /80 lbs.)	1.438	2.877	4.431	5.754	10.650
(k)	Matte Coated Cover (215 gm ² /80 lbs.)	1.438	2.877	4.431	5.75	10.650
(l)	Coated One Side Cover 0.01" thick	1.795	3.590	5.530	7.181	13.291
(m)	Index (200 gm ² /110 lbs.)	1.323	2.645	4.074	5.2190	9.792

(Initials)

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III. PREPRESS AND FILM ILLUSTRATIONS: An illustration charge will be allowed for an element that is not furnished in position on the Government furnished material; requires a separate scan; additional charge for image setting electronic media instead of making films from camera copy. The price offered

should include the cost of all materials and operations required to produce the illustration in its final form as an integral part of the basic trim/page-size film. A flat tone shall be charged as a line illustration. A duotone halftone (each color) shall be charged as a halftone illustration.

(a) Preflighting Electronic Media and
digital deliverables:.....per electronic media..... \$ _____

(b) Digital file corrections* per hour..... \$ _____

Estimated number of hours to complete file corrections must be approved by the government before the contractor can proceed. If contractor proceeds without authorization it will be done at contractor's expense. Authorization from government must be in written form, with authorizing name, signature and dated.

(c) Dylux page proof..... per page..... \$ _____

(d) Overlay Proof:
1. Up to 8-1/2 x 11"..... per color/per page \$ _____
2. Over 8-1/2 x 11", up to
11 x 17"..... per color/per page \$ _____
3. Over 11 x 17" up to
18 x 20"..... per color/per page \$ _____

(e) Standard Digital Proof (SDP), Black and up to 4 additional colors
1. Up to 8-1/2 x 11"..... per color/per page \$ _____
2. Over 8-1/2 x 11", up to
11 x 17"..... per color/per page \$ _____
3. Over 11 x 17" up to
18 x 20"..... per color/per page \$ _____

(f) SWOP proofs,
1. Up to 8-1/2 x 11"..... per page..... \$ _____
2. Over 8-1/2 x 11", up to
11 x 17"..... per page..... \$ _____
3. Over 11 x 17" up to
18 x 20"..... per page..... \$ _____

IV. ADDITIONAL OPERATIONS:

(a) Drilling (each run) per 100 sheets \$ _____
Four holes will be the maximum for any one run.

(b) Perforating or scoring:
1. Makeready (each perforation or score)..... each line..... \$ _____
2. Running (max. of 3 lines per run) per 100 sheets \$ _____
A running charge will be allowed for each direction
that perforation or scored lines are required.

(c) Cutting.....per cut/per 100 sheets..... \$ _____

(d) Folding:
1. Up to three parallel folds per 100 sheets \$ _____
2. Gate Fold per 100 sheets \$ _____

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)

(Initials)

(e) Stitching:
(1) One wire stitch (upper left corner) per 100 copies..... \$ _____
(2) Two saddle wire stitches (inc. fold) per 100 copies..... \$ _____

- (f) Perfect-bound books:
- (1) Up to 80 text leaves (160 pages)per book\$ _____
 - (2) Each additional 20 text leaves (40 pages)per book\$ _____
- (g) Lamination up to 8-1/2 x 11”per 100 copies.....\$ _____
- (h) Shrink film wrap or band with
kraft paperper wrap or band\$ _____
- (i) Inserting tab dividers into text pages, Inserting
dividers into kit foldersper 100 dividers\$ _____
- (j) Inserting material into furnished binders
and collate, inserting, and/or assemble furnished
and/or printed materials into boxed sets for shipping per 100 products.....\$ _____
(Product = Saddle Stitch Pamphlet, Form, etc.)
- (k) Round Cornering (each run)per 100 sheets\$ _____
- (l) Binding with plastic coil of suitable capacity (including
punching and cost of plastic coil).....per book.....\$ _____
- (m) Binding with Spiral Wire or Double Wire-0 of
suitable capacity.....per book.....\$ _____

V. PACKING SEALING FOR MULTIPLE-DESTINATION ORDERS ONLY: Prices offered must be all-inclusive, as applicable, and must include the cost of envelopes, kraft envelopes, cushioned mailing/shipping bags, mailing/shipping containers, all necessary wrapping and packing materials, and labeling or marking, in accordance with these specifications. All envelopes, bags, and containers must be of new material.

- (a) Single copy in kraft envelope (up to 200 leaves)
.....each envelope.\$ _____
- (b) Single or multiple copies over 200 leaves, up to 12 lbs.,
in cushioned shipping bags, or wrapped in shipping bundles
(maximum gross weight 14 lbs.)..per bag or
bundle.....each bag or bundle.....\$ _____
- (c) Quantities over 12 lbs., up to 24 lbs. wrapped
in shipping bundles, or packed in shipping containers,
at contractors option (maximum gross weight
27 lbs.) per bundle or containereach bundle or container.....\$ _____
- (d) Quantities over 24 lbs., up to 36 lbs.,packed
in shipping containers (maximum gross weight
40 lbs.)...per container.....each container\$ _____
- (e) **Extra** packing material inserted.....each bag/bundle/container.....\$ _____
- (f) Addressing additional labels for more than
one parcel per destinationeach label\$ _____
- (g) Contractor generated mailing/shipping labels
from list provided by Departmentper 100 labels.....\$ _____

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)

(Initials)

I have a FTP (File Transfer Protocol) site yes no

My production facilities are located within the assumed area of
production yes no

NOTICE: Bidders OUTSIDE the assumed production area specified on page one of these specifications should complete the following information.

1. Proposed carrier(s) for pickup of Government Furnished Material _____
 - a. Number of hours from acceptance of print order to pickup of Government Furnished Material _____
 - b. Number of hours from pickup of Government Furnished Material to delivery at contractor's plant _____
2. Proposed carrier(s) for delivery of completed product _____
 - a. Number of hours from notification to carrier to pickup of completed product _____
 - b. Number of hours from pickup of completed product to delivery at destination _____

BIDDERS NAME AND SIGNATURE: Fill out and return three copies of all pages in “Section 4. - Schedule of Prices,” initial or sign each in the space provided and submit with three copies of GPO Form 910, “Bid.” Do not enter bid prices on GPO Form 910. NOTE: The schedule of prices will prevail in instances where prices are inadvertently entered on GPO Form 910.

Bidder _____

(City - State)

Shipments will be made from: City _____, State _____

By _____
(Signature and title of person authorized to sign this bid) (Date)

(Person to be contacted)

(Telephone Number)

(Contractor's Code No.)

GPO Form 910
(R 8-01) P.57021-4
Part 1
ORIGINAL

U.S. GOVERNMENT PRINTING OFFICE
Printing Procurement Department

BID

All bids are subject to GPO Publication 310.2, Contract Terms (Rev. 6-01) which is incorporated by reference, and the representations and certifications on the reverse of part one of this GPO Form 910.

Shipment(s) will be made from: City _____, **State** _____

(The city(ies) indicated above will be used for evaluation of transportation charges when shipment f.o.b. contractor's city is specified. If no shipping point is indicated above, it will be deemed that the bidder has selected the city and state shown below in the address block and the bid will be evaluated and the contract awarded on that basis. If shipment is not made from evaluation point, contractor will be responsible for any additional shipping costs incurred.)

PROGRAM NO. _____ (BIDDER TO ATTACH SCHEDULE OF PRICES TO THIS BID FORM)

or

JACKET NO. _____

BID _____

Additional _____ **Rate** _____

Discounts are offered for prompt payment as follows: _____ percent, _____ calendar days.
See Provision 12 "Discounts" in GPO Contract Terms (Pub. 310.2).

Bidder hereby acknowledges amendment(s) number(ed) _____

In compliance with the above, the undersigned agrees, if this bid is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the bidder) from the date for receipt of bids, to furnish the specified items at the price set opposite each item, delivered at the designated point(s), in exact accordance with specifications.

Notice: Failure to provide a 60 day bid acceptance period may result in expiration of your bid prior to award.

COMPANY SUBMITTING BID

PERSON AUTHORIZED TO BID

Company _____

Name _____

Address _____

Title _____

City _____ **State** _____ **Zip** _____

Signature _____

GPO Contractor Code (if known) _____

Date _____

Telephone Number _____

Facsimile Number _____

Contracting Officer Review _____ **Date** _____ **Certifier** _____ **Date** _____
(Initials) (Initials)

Representations and Certifications

Exception to the certifications may render your bid nonresponsive. Submission of your bid without statement of exception shall constitute certification of the six items.

REPRESENTATIONS.

R-1. Small business. By submission of a bid, the bidder represents that the bidder is a small business concern, unless the bid contains an affirmative representation that the bidder is not a small business concern.

R-2. Small Disadvantaged Business Concern. By submission of a bid, the bidder represents that the bidder is not a small disadvantaged business concern, unless the bid itself contains an affirmative representation that the bidder is a small disadvantaged business concern.

R-3. Women-Owned Small Business Concern. By submission of a bid, the bidder represents that the bidder is not a women-owned small business concern, unless the bid itself contains an affirmative representation that the bidder is a women-owned small business concern.

CERTIFICATIONS.

C-1. Covenant Against Contingent Fees. Submission of a bid without statement of exception shall constitute certification.

(a) The contractor warrants that no person or agency has been employed or retained to solicit or obtain a contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul the contract without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency" means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee" means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee" means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence" means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

C-2. Buy American Certification. Except as may be listed with the bid itself, the bidder certifies with the submission of a bid that each end product is a domestic end product (as defined in clause 37 "Buy American Act" in Contract Clauses), and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States. Any exception listed with the bid itself must list both the excluded end products and the country of origin of each.

C-3. Clean Air and Water. Submission of a bid without statement of exception shall constitute certification.

(Applicable if the bid or offer exceeds \$100,000 or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413 (C) (1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

(a) Any facility to be utilized in the performance of the proposed contract has not been listed on the Environmental Protection Agency List of Violating Facilities.

(b) The Contracting Officer will be promptly notified, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

(c) Bidder will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

C-4. Certificate of Independent Price Determination. Submission of a bid without statement of exception shall constitute certification.

(a) The offeror certifies that-

(1) The prices in the offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices; (ii) the intention to submit an offer; or (iii) the methods or factors used to calculate the prices offered.

(2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in the bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision

(b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

C-5. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Jan. 1999). By submission of a bid-

(a)(1) The offeror certifies, to the best of its knowledge and belief, that-

(i) The offeror and/or any of its principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under the solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from the solicitation for default.

C-6. Certification of Nonsegregated Facilities (Jan. 1999). Submission of a bid without statement of exception shall constitute certification.

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By submission of an offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will-

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods);

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

